

**ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM**

In the Matter of: Clairton Plant
United States Steel Corporation
Allegheny County

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“C Battery COA”) is entered into this 7TH day of August, 2014 (hereinafter “Effective Date”) by and between the Allegheny County Health Department (hereinafter “ACHD” or “Department”) and United States Steel Corporation (hereinafter “U. S. Steel”) collectively referred to as “Parties.”

RECITALS

WHEREAS, the ACHD has found and determined the following:

1. The Director of the ACHD has been delegated authority to regulate air quality pursuant to the federal Clean Air Act, 42 U.S.C. §§ 7401, et seq. (hereinafter “CAA”), and Pennsylvania Air Pollution Control Act, 35 P.S. §§ 400, et seq., (hereinafter “APCA”) and the ACHD is a local health agency organized under the Local Health Administration Law, 16 P.S. §§12001, et seq., whose powers and duties include the enforcement of laws relating to public health within Allegheny County, including but not limited to, the ACHD’s Rules and Regulations, Article XXI, Air Pollution Control (Allegheny County Ordinance No. 16782) (hereinafter “Article XXI”).

2. U. S. Steel is incorporated in the State of Delaware and maintains operations, *inter alia*, in Allegheny County, Pennsylvania.

3. U. S. Steel operates coke oven batteries 1, 2, 3, 13, 14, 15, 19, 20, B and C (hereinafter “Batteries” or “Clairton Plant”) located in Clairton, PA in Allegheny County.

4. On July 24, 2008, the ACHD issued Installation Permit No. 0052-I011 (hereinafter “IP 11”) to U. S. Steel for the construction and temporary operation of C Battery. U. S. Steel started up C Battery on or about November 24, 2012. For purposes of this C Battery COA, C Battery consists of a battery composed of, *inter alia*, 84 ovens with charging ports,

doors, lids, and offtakes; the C Battery Quench Tower with baffles; the C Battery Pushing Emissions Control System, and the C Battery Underfire Combustion Stack.

5. ACHD alleges that C Battery charging emissions have exceeded, and continue to exceed, the aggregate visible charging emissions standards. The ACHD further alleges that each instance where the aggregate of visible charging emissions exceeded a total of 55 seconds during any five (5) consecutive charges is a violation of Condition V.A.1.b of IP 11, Article XXI § 2105.21.a.1 and 40 C.F.R. § 63.302; and exceeding 12 seconds of visible emissions per charge as required by Condition V.A.1.n.4 of IP 11, 40 C.F.R. §§ 63.309(d)(2) and 63.304(b)(4)(iv).

6. C Battery Quench Tower is considered a Low Emissions Quench Tower for the control and reduction of particulate matter (including PM₁₀ and PM_{2.5}) associated with quenching emissions from C Battery. It is not designed for, nor was it anticipated to, remove or reduce emissions other than particulate matter. On or about October 3, 2013, ACHD issued U. S. Steel a Notice of Violation, alleging that based upon a test report provide to it by U. S. Steel, the C Battery Quench Tower exceeded emission limits for sulfur dioxide (hereinafter “SO₂”), carbon disulfide (hereinafter “CS₂”), and total reduced sulfur (hereinafter “TRS”), as set forth in Table 3 of Condition V.B.1.e of IP 11. Existing data indicates that the C Battery Quench Tower’s emissions of particulate matter, including PM₁₀ and PM_{2.5}, are below those required by IP 11,

7. ACHD alleges that U. S. Steel has failed to perform the emissions testing of the C Battery Underfire Combustion Stack as required by Conditions IV.13.a, V.A.2.r, V.A.2.s, and V.A.2.t, and is not in compliance with the limits as set forth in Conditions V.A.1.i.1, and V.A.1.ee.1; Table 1 of Condition V.A.1.hh in IP 11; and Article XXI, § 2102.04.b.6.

8. The PEC Baghouse was designed for the control and reduction of particulate matter (including PM₁₀ and PM_{2.5}) associated with pushing emissions from C Battery. It is not designed for, nor was it anticipated to, remove or reduce emissions other than particulate matter. Based on the results of emissions testing performed on June 25-27, 2013, ACHD alleges that the emissions from the C Battery Pushing Emission Control System (hereinafter “PEC Baghouse”) exceed the limits for TRS and CS₂ as set forth in Table 2 of Condition V.A.1.hh of IP 11.

9. Pursuant to Condition IV.26.b of IP 11, U. S. Steel was obligated to permanently shutdown Coke Oven Battery No. 9 prior to charging coal to the C Battery ovens. In addition, during start-up of C Battery, operation of Batteries 7 and 8 was required to be limited to pushing 120 ovens/day per IP 11.

10. In addition to shutting down Battery 9 prior to charging coal to C Battery ovens, U. S. Steel also shutdown Batteries 7 and 8 prior to charging coal to C Battery ovens. These efforts have offset emissions during start-up and shakedown of C Battery.

11. Pursuant to Condition IV.B.e.2 of the Consent Order and Agreement – Third Amendment, effective July 6, 2011, U. S. Steel was obligated to replace 82 heating walls on Battery 20 by October 31, 2014. Pursuant to Condition IV.B.e.3 of the Consent Order and Agreement – Third Amendment, effective July 6, 2011, U. S. Steel was obligated to achieve compliance with the opacity standards set forth in Article XXI § 2105.21(f) on Battery 20 by December 31, 2014.

12. USS completed the required replacement of 82 walls in May 2013, eighteen months earlier than required; and achieved compliance with the opacity standards set forth in Article XXI § 2105.21(f) on Battery 20 in May 2013. These improvements and their reduced emissions have been in place during the shakedown of C Battery and also minimized such emissions during the shakedown period of C Battery.

13. With the intent of reducing charging emissions, U. S. Steel constructed and installed new refractory inserts in each of the 336 charging ports of C Battery.

14. With the intent of reducing charging emissions, U. S. Steel constructed and installed a new charging leveling bar.

15. With the intent of reducing combustion stack emissions, U. S. Steel grouted gas risers.

16. With the intent of reducing combustion stack emissions, U. S. Steel dry-gunned sole flue areas.

17. U. S. Steel has been operating the C Battery Quench Tower since start-up and existing data indicate that the particulate matter, including PM₁₀ and PM_{2.5}, emissions from the C Battery Quench Tower, are significantly less than the permit limit. Similarly, existing data indicate that the particulate matter emissions, including PM₁₀ and PM_{2.5}, from the C Battery PEC Baghouse are below those required by IP 11.

WHEREAS, after a full and complete negotiation of all matters set forth in this C Battery COA and upon mutual exchange of covenants contained herein, the Parties agree that settlement of this matter without protracted litigation is in the best interest of the Parties and the

public. U. S. Steel represents that it has entered into this C Battery COA for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this C Battery COA, U. S. Steel does not affirmatively admit the allegations of violations provided herein, and this C Battery COA shall not be interpreted as including such admission; and

NOW, THEREFORE, without any final determination of fact or law, without any admissions and intending to be legally bound hereby, the Parties hereto agree as follows:

I. JURISDICTION

A. Solely for the purposes of this C Battery COA and the underlying alleged violations, U. S. Steel waives all objections and defenses that it may have to jurisdiction or venue. U. S. Steel shall not challenge ACHD's jurisdiction to enter into or to enforce this C Battery COA.

II. APPLICABILITY

A. The provisions of this C Battery COA shall apply to, be binding upon, and inure to the benefit of ACHD and U. S. Steel and upon their respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

B. The duties and obligations under this C Battery COA shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Plants or any part thereof.

C. If U. S. Steel proposes to transfer the Clairton Plant, B Battery or C Battery (or portions of B Battery or C Battery) to an unaffiliated entity, U. S. Steel shall provide written notices to the ACHD of the proposed transfer at least thirty (30) days prior to the transfer and the transfer must be done in accordance with the requirements of Article XXI § 2102.03.e and § 2103.14.b.1.D. U. S. Steel shall also provide a copy of this C Battery COA to any person or entity to which U. S. Steel intends to make any such transfer at least thirty (30) days prior thereto except that this provision does not apply to a transfer or lenders taking a security interest in the facility.

D. ACHD may, upon U. S. Steel's request, agree to modify or terminate U. S.

Steel's duties and obligations under this C Battery COA upon transfer of the Clairton Plant, B Battery or C Battery (or portions of B Battery or C Battery) U. S. Steel reserves the right to challenge any decision by ACHD in response to U. S. Steel's request under ACHD's Rules and Regulations for Hearings and Appeals, Article XI.

E. The undersigned representative of U. S. Steel certifies that he or she is fully authorized to execute this C Battery COA on behalf of U. S. Steel, and to legally bind U. S. Steel to this C Battery COA.

F. Nothing in this C Battery COA is intended to limit or alter the ACHD's or U. S. Steel's obligations or rights under Article XXI with regard to the transfer of installation or operating permits.

G. U. S. Steel shall achieve compliance with the aforementioned regulations and permit conditions in accordance with the requirements of this C Battery COA.

H. Except as provided by Section IV (Corrective Actions) provided below, this C Battery COA does not affect U. S. Steel's responsibility to comply with any other applicable regulations or permit conditions, not identified herein.

III. GENERAL TERMS

A. This C Battery COA is intended to resolve all outstanding disputes between the Parties in relation to the emission, regulatory, and permit condition violations alleged herein. Nothing herein is intended to limit the authority of ACHD with respect to alleged violations that are not the subject of this C Battery COA or to limit the authority of the ACHD to seek further enforcement of this C Battery COA in the event that U. S. Steel fails to successfully comply with its terms and conditions. Except as provided by the compliance programs provided in Section IV, as set forth below, U. S. Steel shall cease and desist from future violations of the CAA, APCA, and the implementing regulations, including Article XXI, at C Battery.

B. The parties do not authorize any other persons to use the findings in this Agreement in any matter or proceeding.

C. The provisions of this C Battery COA are severable. If any provisions or part thereof is declared invalid or unenforceable, or is set aside for any other reason, the remainder of the C Battery COA shall remain in full effect.

D. This C Battery COA shall constitute the entire integrated C Battery COA of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning of extent of any provisions herein in any litigation or any other proceeding.

E. No changes, additions, modifications or amendments to this C Battery COA shall be effective unless they are set forth in writing and signed by the Parties hereto.

F. A title used at the beginning of any paragraph of this C Battery COA shall not be considered to control but may be used to aid in the construction of the paragraph.

G. This C Battery COA shall become effective after execution by both Parties as of the Effective Date first noted above.

H. In the event that U. S. Steel fails to comply with any provisions of this C Battery COA, and the ACHD believes that such failure has created an emergency which may lead to immediate or irreparable harm to the environment or community, the ACHD may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the ACHD, including an action to enforce this C Battery COA, or any other enforcement option available to it under the federal Clean Air Act, the Pennsylvania Air Pollution Control Act, the Local Health Administration Law, the Rules and Regulations of the ACHD, or other applicable statutes or regulations. U. S. Steel does not waive any defenses it may have to such action by ACHD.

I. U. S. Steel shall be liable for any violations of this C Battery COA caused by, contributed to, or allowed by its officers, agents, or employees.

J. The Parties shall bear their respective attorney's fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this C Battery COA.

K. All correspondence with the ACHD concerning this C Battery COA shall be addressed to:

Enforcement Chief
Allegheny County Health Department
Air Quality Program
301 39th Street, Bldg. No. 7
Pittsburgh, PA 15201
Tel.: 412-578-7963
Fax: 412-578-8144

L. All correspondence with U. S. Steel concerning this C Battery COA shall be addressed to:

Mark Jeffrey
Director, Environmental Control
United States Steel Corporation
Mon Valley Works – Clairton Plant
400 State Street
Clairton, PA

David Hacker
Counsel
United States Steel Corporation
600 Grant St, Suite 1500
Pittsburgh, PA 15219

M. In the event of a change in a Party's contact person, the party with such a personal change shall notify the other party within thirty (30) days.

N. Service of any notice or legal process for any purpose under this C Battery COA including its enforcement, may be made by mailing an original or true and correct copy by First Class mail to the above contacts and addresses.

IV. CORRECTIVE ACTIONS

A. C Battery Charging Visible Emissions. U. S. Steel shall undertake the following activities, in the timeframes specified herein, to address and/or mitigate visible emission violations during charging at C Battery:

1. Beginning on the Effective Date of this C Battery COA, U. S. Steel shall operate the baffle wash system or equivalent system (as approved by the Department) of B Quench Tower during the quenching of coke, as long as the ambient temperature is above 32 degrees Fahrenheit.

2. U. S. Steel designed and installed a trial U-Tube device on ovens C3 and C4 on C Battery in February 2014 and began to evaluate effectiveness for reducing charging emissions.

3. U. S. Steel completed its evaluation of the trial U-Tube device on April 30, 2014.

4. U. S. Steel shall complete the engineering and design of a C Battery U-Tube system by October 31, 2014.

5. U. S. Steel is authorized to construct a U-Tube system and shall complete the installation of the C Battery U-Tube system by October 31, 2015.

6. By April 30, 2016, U. S. Steel shall certify compliance with charging standards provided in Condition V.A.1.b of IP 11, Article XXI § 2105.21.a.1 and 40 C.F.R. § 63.302 or provide an updated Compliance Schedule in the event that U. S. Steel is unable to certify compliance with Condition V.A.1.b of IP 11, Article XXI § 2105.21.a.1 and 40 C.F.R. § 63.302 after installation of the U-Tube System. U. S. Steel's compliance certification is subject to approval by the ACHD, and, in the event that the ACHD does not approve U. S. Steel's compliance certification, U. S. Steel has the right to invoke the dispute resolution provisions outlined in Section VIII of this C Battery COA. This C Battery COA shall be reopened if U. S. Steel is unable to certify compliance with Condition V.A.1.b of IP 11, Article XXI § 2105.21.a.1 and 40 C.F.R. § 63.302 after installation and shakedown of the U-Tube System

7. While this C Battery COA is in effect, compliance with Paragraph IV.A.1, above, shall be deemed to satisfy the work practice standards required by Condition V.A.1.v of IP 11, 40 C.F.R. §§ 63.302(d)(5) and 63.306.

B. PEC Baghouse, Low Emissions Quench Tower, Underfire Combustion Stack:

1. U. S. Steel shall submit a request for a permit modification for IP 11 to address alleged violations of IP11 for emissions from the C Battery PEC Baghouse, Low Emissions Quench Tower, and Underfire Combustion Stack within 15-days the effective date of this COA.

C. The requirements of Paragraph IV.A.1, above, shall survive this COA and be incorporated into the Clairton Plant's Title V Operating Permit during the next periodic renewal.

V. CIVIL PENALTY

A. U.S. Steel consents to the assessment of a civil penalty of THREE HUNDRED THOUSAND dollars (\$300,000.00) in full settlement of all issues and alleged violations arising under or related to those described in this Agreement, as of the Effective Date of this Agreement. The civil penalty shall be paid in two installments. U. S. Steel shall pay ONE HUNDRED FIFTY THOUSAND dollars (\$150,000) of the civil penalty within thirty (30) calendar days of the Effective Date; and the remaining ONE HUNDRED FIFTY THOUSAND dollars (\$150,000) of the civil penalty by December 31, 2015, by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund", and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

B. The ACHD has determined the penalty amount stated above in accordance with Article XXI, § 2109.06.b, reflecting relevant factors including: the nature, severity and frequency of the alleged violations; the maximum amount of civil and criminal penalties authorized by law; the willfulness of such violations; the impact of such violations on the public and the environment; the actions taken by U. S. Steel to minimize such violations and to prevent future violations; and U. S. Steel compliance history. The ACHD hereby releases and forever discharges U. S. Steel from liability for any and all issues and alleged violations arising under or related to those described in this Agreement, including but not limited to those arising under Article XXI, U. S. Steel's TVOP, or state and federal law.

VI. STIPULATED PENALTIES

A. Should U. S. Steel fail to complete any of the Corrective Actions provided in Section IV of this C Battery COA by the deadlines agreed to by the Parties pursuant to this C Battery COA, each day following a missed deadline shall be considered a violation of this C Battery COA. The following Stipulated Civil Penalties shall be due and owing automatically within 30-days after the close of each quarter containing the missed deadline:

Days Delay in Completion	Daily Stipulated Penalty
1-30	\$750.00
31-90	\$1000.00
91+	\$2000.00

- b. Stipulated penalties, required by paragraphs VI.a, above, may be offset, in whole or part, by approved supplemental projects pursuant to Section VII paragraph (g) of the COA Third Amendment.

VII. FORCE MAJEURE

A. For the purposes of this C Battery COA, "Force Majeure" as applied to U. S. Steel or to any entity or person controlled by U. S. Steel, is defined as any event arising from circumstances or causes beyond the control of U. S. Steel or any entity or person controlled by U. S. Steel, including but not limited to its officers, directors, employees, agents, representatives, contractors, subcontractors, or consultants, that may delay or prevent performance of an obligation under this C Battery COA, despite U. S. Steel's diligent efforts to fulfill the obligation. Such Force Majeure events must not have been potentially foreseen, mitigated or prevented through the performance of reasonable due diligence; and include, but are not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes, and unavailability of necessary equipment beyond the reasonable control of U. S. Steel. The requirement to exercise "diligent efforts to fulfill the obligation" includes using diligent efforts to mitigate any delay caused by a potential Force Majeure event, either as it is occurring, and or following such an event, so that the delay or non-performance is minimized to the greatest extent reasonably possible.

B. If U. S. Steel is prevented from complying with any requirement of this C Battery COA due to a potential Force Majeure event, U. S. Steel may claim that such an event constitutes Force Majeure, and may petition the ACHD for relief by notifying ACHD in the following manner:

1. By telephone within seventy-two (72) hours, and by U.S. Mail or the equivalent in writing within ten (10) working days of the date U. S. Steel becomes

aware, or with reasonable care should have become aware, of the potential Force Majeure event impeding performance. Written notice shall include:

- a. A description of the event and a rationale for attributing the event to Force Majeure; and
- b. A description of efforts that have been made to prevent, and efforts that are being made to mitigate, the effects of the event and to minimize the length of delay or non-performance; and
- c. An estimate of the duration of the delay or non-performance; and
- d. A description of and proposed timetable for implementing measures to bring U. S. Steel back into compliance with this C Battery COA; and
- e. Available documentation, which to the best knowledge and belief of U. S. Steel, supports its claim that the delay or non-performance was attributable to a Force Majeure event.

2. Failure by U. S. Steel to comply with the notice requirements above shall constitute a waiver of U. S. Steel's right to invoke the provisions of this Force Majeure provision as a basis for delay or non-performance under this C Battery COA for the particular event.

C. ACHD shall determine whether to grant all or part of a requested extension of time to perform obligations under this C Battery COA, necessary due to a delay caused by a Force Majeure event, on the basis of all documentation submitted by U. S. Steel and other information available to ACHD at the time of the determination. Any extension or excuse period granted shall not exceed the actual delay resulting from such an event. An extension of one compliance date shall not result automatically in the extension of subsequent compliance dates, unless specifically agreed by ACHD. U. S. Steel must make a separate showing of proof regarding each delayed incremental step or other requirement for which an extension is sought.

D. If ACHD determines that a delay or nonperformance was not caused by a Force Majeure event, or if the Parties are unable to agree on a stipulated extension of time, ACHD will notify U. S. Steel in writing of its position after its receipt of U. S. Steel's written notice

hereunder. ACHD's position shall control unless U. S. Steel invokes the Dispute Resolution procedures under Section VIII of this C Battery COA. ACHD shall provide U. S. Steel with written notice of its Force Majeure determination prior to issuing an enforcement demand for the nonperformance or delay in performance of any obligation contained in this C Battery COA, for which U. S. Steel has made a claim of Force Majeure.

E. If U. S. Steel elects to invoke Dispute Resolution, it shall do so no later than ten (10) days after receipt of ACHD's notice of determination regarding a claim of Force Majeure. U. S. Steel shall have the burden of demonstrating by a preponderance of the evidence that:

1. The delay or nonperformance has been caused by a Force Majeure event;
2. Diligent efforts were exercised to avoid and mitigate the effects of the Force Majeure event;
3. U. S. Steel complied with each of the notice requirements; and
4. The requested period for delay or nonperformance is appropriate.

F. If ACHD determines that U. S. Steel has carried this burden of demonstrating that a delay in performance was due to Force Majeure, the failure to meet a deadline subsequent to the delay or nonperformance at issue shall not be deemed a violation of this C Battery COA.

VIII. DISPUTE RESOLUTION

A. Unless otherwise expressly provided for in this C Battery COA, the dispute resolution procedures of this Section shall be the exclusive procedure for resolution of disputes arising between the Parties regarding matters arising included in this C Battery COA.

B. If, in one Party's opinion, there is a dispute between the Parties with respect to implementation of this C Battery COA or the implementation of any provision of this C Battery COA, that Party may send a written Notice of Dispute to the other Party, outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. The Parties shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion regarding the implementation of this C Battery COA. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when the Notice of Dispute was received unless the period is extended by written C Battery COA of the Parties. The dispute shall be considered to have arisen when one Party receives the other Party's Notice of Dispute.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under this Section, the position advanced by ACHD shall govern, control and be binding unless, within twenty (20) days after the conclusion of the informal negotiation period, U. S. Steel invokes the formal dispute resolution procedures of this Section by mailing to ACHD a written statement of position on the matter in dispute, including any available factual data, analysis, or opinion supporting that position, and including any supporting affidavits and/or documentation relied upon by U. S. Steel. Within twenty (20) days following receipt of U. S. Steel's statement of position submitted pursuant to this paragraph, ACHD shall issue a written statement of position (ACHD's Position) on the matter in dispute, including available factual data, analysis, opinion and/or legal arguments supporting ACHD's position along with any supporting affidavits and/or documents relied upon by ACHD.

D. The position of ACHD shall be binding upon U. S. Steel unless U. S. Steel, within thirty (30) days of receipt of the ACHD's written statement of position, files with the Director and serves upon ACHD a petition for dispute resolution (Petition). This Petition shall set forth the matter in dispute, the efforts made by the Parties to resolve it, the relief U. S. Steel requests, and any factual data analysis, opinion, affidavits, legal argument and documentation supporting U. S. Steel's position. The Petition and ACHD's Position shall constitute the initial record for purposes of resolving the dispute. Either Party may request of the hearing officer (or Director, if there is no hearing officer assigned,) the opportunity to supplement the record with appropriate additional information, provided that such information could not reasonably have been obtained or discovered prior to filing the Petition. The hearing officer or Director shall render his or her final decision on the basis of the full record, including any supplemental materials received. The final decision of the Director or hearing officer shall be appealable by either Party to the Court of Common Pleas of Allegheny County.

E. Judicial and administrative review of any dispute governed by this Section shall be governed by applicable provisions of law.

F. Except as provided in Section VII, the invocation of informal or formal Dispute Resolution procedures under this Section shall not of itself extend, postpone, or affect in any way any obligation of U. S. Steel under this C Battery COA.

G. Whenever service, process, or notice is required of any dispute pursuant to this Section, such service, notice or process shall be directed to the individuals at the addresses specified in Section III, paragraph L above, unless those individuals or their successors give notice in writing to the other Parties that another individual or address has been designated.

IX. EFFECTIVE AND TERMINATION DATES

A. This C Battery COA shall be effective immediately upon the date of the last signature.

B. Paragraph IV.A of this C Battery COA, except for Paragraph IV.A.1 as noted in Paragraph IV.C, shall automatically terminate two years after the Effective Date of this Agreement. Paragraph IV.B will terminate upon issuance, without appeal, of a revision to IP 11.


X. REOPENING

A. In the event that any condition contained in this Agreement is modified or declared void by the ACHD's Hearing Officer or a presiding court so as to create a substantial burden on U. S. Steel to comply with the timeframes set forth in this Agreement, such timeframes may be extended for a time as agreed to by the Parties.

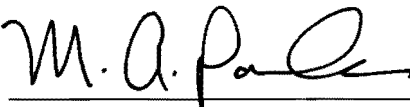
IN WITNESS WHEREOF, the Parties hereto have caused this C Battery COA to be executed by their duly authorized representatives. The undersigned representative of U. S. Steel certify under penalty of law, as provided by 18 Pa.C.S. § 4909 that he is authorized to execute this C Battery COA on behalf of U. S. Steel; that U. S. Steel consents to the entry of this C Battery COA as a final ORDER of ACHD; and that, except as otherwise provided herein, U. S. Steel hereby knowingly waives its rights to appeal this C Battery COA and to challenge its content or validity, which rights may be available under Article XI, and Pennsylvania Administrative Agency Law, 2 Pa.C.S. § 103(a), or any other applicable provision of law. Signature by U. S. Steel's attorney certifies only that this C Battery COA has been signed after consulting with counsel.

FOR ALLEGHENY COUNTY HEALTH DEPARTMENT:

8/7/2014
Date



James E. Thompson
Deputy Director for Environmental Health

8/7/2014
Date


Michael A. Parker
Assistant Solicitor

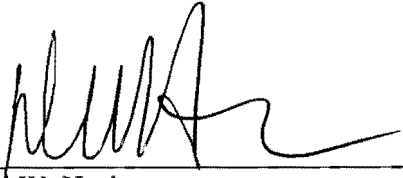
FOR U. S. STEEL:

8/6/2014
Date



Douglas R. Matthews
Senior Vice President
North American Flat-Roll Division

8/6/2014
Date



David W. Hacker
Counsel - Environmental